Balfour. When he found the house was let, he sent in the account, charging the usual commission to which Messrs. Trollope were entitled as having introduced Mr. Balfour; and he produced a card, showing the terms of letting. On cross-examination, White admitted that his first knowledge that the house was to be let was seeing the house built; but he considered it one of Mr. Cubitt's. The house had never been put on Messrs. Trollope's books, and he would not have taken any steps unless Mr. Dangar had called upon him and authorized him to let it the day after he had been to Mr. Cubitt's. He said that the statement he had made in his letter to Mr. Hosking (which defendant's attorney showed to him), "that he did not know that Mr. Hosking was the owner until after the house was let to Mr. Balfour," was written in a hurry, under a mistake: but that he had known that he was the owner before Mr. Balfour took the house.

Mr. Dangar stated that his firm had built the house and sold it to Mr. Hosking; that in consequence of Mr. White, Messrs. Trollope's manager, having made inquiries about the house, he called at their office; but this was subsequently to Mr. Balfour having been about the house. When he saw Mr. White he told him that as he had sold the house, he was anxious to find a tenant soon. When he wrote the letter about Mr. Hosking paying commission, he had no authority from Mr. Hosking, but if, as stated in the letter, Messrs. Trollope were the first to refer a party, he thought Mr. Hosking would pay commission; but witness did not go to Messrs. Trollope's until Mr. Balfour had been to him several times about the house.

Mr. Jervis (of Rushworth and Jervis's), Mr. Jay (of Snell and Co.'s), and other house agents, stated the invariable custom of the trade to be to charge commission in cases where cards to view, or any information whatever was given, which led to a party taking a house or making a purchase, although they were not called upon to do any thing further in the matter. To questions by defendant's attorney, they agreed, that if more than one agent were employed, it was the one who gave the first information who alone was entitled to the commission. Mr. Jay, however, stated an instance in which a gentleman had employed three agents, and had to pay them all: but he considered this was wrong. No charge was made for merely putting descriptions on the books.

Mr. Balfour was called, and stated very distinctly that his first communication about the house had been with Mr. Cubitt's people, and entirely through their recommendation was induced to follow up the treaty. He was referred to Mr. Dangar: and he had settled the whole with Mr. Dangar, who acted for Mr. Hosking, and he had not seen or known Messrs. Trollope throughout the matter. He understood that his cook had got a card from Messrs. Trollope; but he believed it was after he had seen Mr. Dangar. Mr. Balfour's cook was called, and stated that she had got a card to view the house from Messrs. Trollope for her mistress; but stated it was on the last day of February. This was the plaintiffs' case.

Mr. W. L. Donaldson (solicitor) said he appeared for Professor Hosking, who was a gentleman of high character, and would not have resisted this claim if he had considered that Messrs. Trollope had the slightest ground for making it; but he resisted it because, as the evidence showed, Messrs. Trollope had never been employed by him or by Mr. Dangar as his agent; nor had they been the means of procuring Mr. Balfour as a tenant. Mr. Hosking had purchased the house of Messrs. Avery and Dangar as an investment, and he simultaneously purchased the ground-rent of Mr. Cubitt. Mr. Dangar, on selling the house, had engaged to use his best endeavours to find a tenant, and without any charge or expense to Mr. Hosking. Notices were put up on the house referring to Messrs. Avery and Dangar's office, and also to Mr. Cubitt's office in Lyall-street, by permission of Mr. Cubitt, at Mr. Hosking's request. Almost every one who wanted a house in that neighbourhood went to Mr. Cubitt's office in the first instance, and this Mr. Balfour did, and saw the house described there, and was referred to Mr. Dangar, with whom he subsequently arranged all the terms, without seeing or knowing anything of Messrs. Trollope in the transaction. Although Messrs. Trollope might have given the card to Mr. Balfour's cook, it was after Mr. Balfour got the information; for the cook stated she got the card on the 28th of February, the last day of the month, and Mr. Balfour stated that it was towards the end of February he had begun the treaty—it was, in fact, two or three days after Mr. Balfour had seen Mr. Dangar. Messrs. Trollope, therefore, did not give the first information. Besides, they were never employed by defendant or by Mr. Dangar as his agent. It was not because a house agent went and looked about to see what houses were to be let, that the owner was to be liable to pay commission, even if the agent introduced a party who took the house. The owner might determine not to employ a house agent, being unwilling to expose himself to any such claim as the present; and was he to be forced to pay commission by the unauthorised interference of any house agent? The letter written by the defendant was relied upon as an admission of his liability; but what did it amount to? He distinctly denied his liability to commission, an account for which had been sent, to his great surprise, after the lapse of a year after the house was let. Mr. Hosking said,—"I am not in any way liable; but if you have put the house on your register, and have had trouble on my account, Mr. Dangar may pay you a guinea or two, if he thinks it right, and I will repay him." There was no pretence for the claim, and the transaction was as Mr. White stated in his letter (but which he now says was written in mistake); that Messrs. Trollope knew nothing of Mr. Hosking until after the house was let, and then wrote to Mr. Balfour to know the terms, in order to make up a charge against Mr. Hosking.

As to the 5 per cent. commission, all the cases quoted by the learned counsel show that there had been some original contract between the parties; but in this case there was no retainer or contract at all, and therefore the cases do not apply. All the agents called by the plaintiffs admit that there was no claim for putting a house on the books, but even this was not done; for White admits this house had never been put on the plaintiffs' books. The defendant, under these circumstances, resisted the claim. If defendant had incurred any liability, he (defendant's attorney) believed Mr. Hosking would not have raised any question as to the amount of commission, whatever objection he (defendant's attorney) might have raised upon that point; but the evidence clearly showed that Messrs. Trollope had never been employed. They interfered without any authority, and then only after Mr. Balfour had got information of the house at Mr. Cubitt's office, and had begun his negotiation with Mr. Dangar. Mr. Donaldson doubted not the judgment of the Court would be for his client.

The judge said, "judgment must be for defendant: he had derived no benefit from plaintiffs' services. The defendant never employed the plaintiffs."

SURVEYORS' CHARGES.

Frasi v. Pocock, in the Exchequer. This was an action to recover 154*l.* for work and labour done.

It appeared that the plaintiff was a surveyor, and that the defendant was the proprietor, in 1847, of some extensive brick fields near the Caledonian-road, Islington, which were about that time required by the Great Northern Railway Company. The defendant demanded a high price for his land, on account of its value for brick making. The sum he asked was 43,000*l.*, and his claim was referred to an arbitrator, who awarded him between 23,000*l.* and 24,000*l.* Whilst this business was pending the defendant employed the plaintiff to make an estimate of the value of his land, which he did. For this work the plaintiff charged a per centage on the amount of the award, which, together with other expenses, amounted to 154*l.* The defendant refused to pay this sum of money, but paid 4*l.* 19*s.* into court, as a sufficient compensation, and pleaded never indebted as to the rest.

The defendant denied ever having employed the plaintiff to survey the land, but had merely asked him to state his opinion before the arbitrator of the probable value of the land with regard to ground-rents.

The defendant, in his evidence, said he had received 17,000*l.* from the company for five acres and a half of freehold land, and 4,980*l.* for brick earth. About 100 sites, or frontages were planned out, and other sites were not touched by the railway. He had paid Mr. Barnard, his own surveyor, 100*l.* for the valuation he had made, but the plaintiff had only been authorised to ascertain the value of the ground-rents of the houses which might have been erected on the land required by the company. Proceedings had been taken by three other persons for valuations of other portions of the property, and they had all recovered verdicts for sums of 90*l.* or 100*l.*

The jury, after a short address from his lordship, returned a verdict for the plaintiff—Damages, 110*l.*

Opening the Area of St. Paul's.—The dean and chapter have somewhat bluntly refused to hear any further conference on this subject till measures are taken by the City to enlarge the approaches.

LIGHTHOUSE FOR THE GODWIN SANDS.

I have read with much attention the observations of Mr. Gearing and Mr. Hoblyn on the laudable endeavour to establish a lighthouse on the Godwin Sands. I have myself, on a former occasion, given much attention to the subject, on a different principle to that of either Mr. Gearing or Mr. Hoblyn; but the great and insurmountable difficulties were such as to induce me to abandon it, from the practical observations of those in connection with the Godwin Sands, and from their own practical experience, considering such an undertaking hopeless or almost useless, for the following reasons:—The Godwin Sands extend for a distance of nearly 14 or 15 miles and about one in breadth on an average, and their depth has never yet been ascertained either by the Trinity House or others,—and the late Dr. Potts, I believe, went lower with his beautiful and simple operations of hollow piles than any other person. From the great extent of the sands, and the necessity of giving vessels all the warning and precaution possible, the Trinity House have moored vessels with floating lights at various distances round the sands, and the only practical mode appears to be if say four permanent lights could be established at N., S., E., and W.; so that vessels should always keep outside of the lights. Then if Mr. Gearing's idea could be carried out, of a suspension bridge across one of the narrowest parts, it might serve as a place of refuge if a boat could make its way to the lights.

The subject is well worthy consideration, in order to save life and vessels.

A Subscriber.

GAS AND WATER SUPPLY.

Newport (Isle of Wight).—The new gas company have begun to lay their pipes. The water company, who have a clause in their Act preventing the laying of any gas-pipe within four feet of a water-pipe, had just advertised for tenders for water-pipes to be laid on the same spot, viz., a narrow lane called Deadman's-lane. The new gas company have therefore stolen a march on the water company.

Sheffield.—A public meeting, says a local paper, convened by the mayor, has been held, at which Mr. Laidlaw, of Glasgow, gas engineer, attended, and presented an estimate of the cost at which gas might be produced, which showed that, after allowing for all contingences, the gas could be sold at 3*s.* per 1,000 feet, and, if there were 100 millions sold, would give the shareholders a dividend of at least 7½ per cent. Another speaker, Mr. Flintoff, of London, stated that estimates laid before Parliament in 1847 showed that for a consumption of 28 millions the price ought not to be more than 3*s.* 2*d.*, paying 10 per cent. A party employed by the committee to test the figures formerly brought forward informed them that gas could be made under 2*s.* 6*d.* per 1,000, and, considering losses and other contingences, they were justified in offering it at 3*s.*, with a strong probability that in a few months the price might be further reduced to 2*s.* 6*d.* per 1,000. The meeting, which was very numerous, passed a resolution, with only one dissentient, expressing its satisfaction with Mr. Laidlaw's report, and pledging itself to support the new company.—It is also stated in a local paper that at an ordinary meeting of the chemical society, Dr. Frankland, the chemical professor at Owen's College, Manchester, communicated to the society the result of his investigations of the process recently patented by Mr. White, for the manufacture of gas from water and carbonaceous matter at a high temperature. It had been maintained that the hydrogen of the water combined with the carbonaceous matter, producing gases of highly illuminating properties. This supposition Dr. Frankland showed to be erroneous, but at the same time pointed out some advantages of the process. His experiments were conducted upon resin. The illuminating gases which this as well as coal produce, are known to suffer rapid decomposition by the heat of the retorts in which they

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